



Inspection contract

Agriculture/Processing/Trading/Import

made between

Austria Bio Garantie GmbH
Königsbrunner Straße 8
2202 Enzersfeld
AUSTRIA
www.abg.at

Commercial court of registration: Korneuburg
Comm. Reg. No: 78753p,
VAT ID No: ATU18399203
Code number of control body: **AT-BIO-301**

represented in Romania by

**Austria Bio Garantie GmbH Enzersfeld
Sucursala Bucuresti**
Str. Popa Savu Nr. 77
Etaj 1, Ap. 3, Sector 1
011432 Bucuresti
ROMANIA
www.bio-garantie.ro

Commercial court of registration: Bucharest
Comm. Reg. No: J40/4498/2016
VAT ID No: RO25582516
Code number of control body: **RO-ECO-018**

hereinafter referred to as "ABG", on the one side and

«Nachname» «Vorname»
«Firmen_Strasse» «Betrieb_Strasse»
«Firmen_PLZ» «Firmen_Ort» «Betrieb_PLZ» «Betrieb_Ort»,
«Firmen_Bundesland» «Betrieb_Bundesland»
ROMANIA

Customer No: «Nummer1»
Comm. Reg. No: «Firmenregistriernummer»
Personal Code: «UIDNr» «PKZNr»

hereinafter referred to as "client", on the other side as follows:

1. Scope of inspection and/or certification

The client hereby commissions ABG to inspect and/or certify his/her company/agricultural or other operation especially according to the selected norms and/or standards listed in Appendix 1.

If the inspection according to further standards or norms as amended is requested in writing by contractually involved third parties, then these - if included in the scope of services - will be checked or, if necessary, certified in accordance with the agreements of this contract.

If any of the regulations named is or becomes invalid, inspection and/or certification shall be conducted in accordance with the ordinance succeeding the invalid standard or replaces the existing standard.

Further inspections in accordance with food safety laws shall not be included in this contract. ABG is required to report findings of serious violations of food safety laws to the competent authorities.



2. Sanctions and sampling

In the case of an infringement of the provisions named in Item 1. ABG shall be both entitled and obligated to report such infringement to the competent authority and/or the competent agencies (e.g. standard operators) in accordance with the respective sanctions prescribed.

If during the course of inspection (including random inspections), infringements of the regulations named in Item 1. are determined, the client shall immediately remedy the cause of the infringement and fulfill any requirements and/or sanctions imposed.

ABG shall be entitled to take samples during its inspection activities. In the event of a suspected violation of the relevant legal provisions, ABG shall take samples. The client shall be informed of this situation. For costs of sampling and analysis, see the most current fee list.

3. General terms and conditions and compliance with the privacy policy

The client has acknowledged, understood, and, by signing the contract with ABG, agreed to the General Terms and Conditions of ABG as well as any and all other terms which form integral parts of the General Terms and Conditions. For the currently valid versions of the General Terms and Conditions, see the homepage at ro.abg-cert.com; the client shall be notified of any changes in writing. If the client does not submit written objections to such changes within 4 weeks of notification, the client's consent to the revised contents of the contract shall be deemed given.

In the course of the contractual relationship the contracting parties undertake to comply without exception with the European General Data Protection Regulation (GDPR) as well as national and other data protection regulations as amended during the processing of personal data. Furthermore, the contracting parties undertake all necessary technical and organizational measures for data security. Personal data, which is acquired by the contractual parties in the course of the contractual relationship, may only be processed by the contracting parties for the execution of this contractual relationship. Furthermore, the contracting parties undertake to ensure that any recipients of personal data comply with data protection regulations as well as data secrecy according the General Data Protection Regulation (GDPR). For further information on data protection see www.bio-garantie.ro.

4. Duration

This contract shall commence on the date of signing of the contract by ABG and shall be made for an indefinite period. Each contract and/or each standard and/or each norm may be terminated separately in writing and by registered mail as per 31 December of any year with a three-month notice period; notice of termination shall be served upon the respective other contracting party by 30 September at the latest. Other terms of termination are laid down in Item VI. of the General Terms and Conditions.

Place, Date

Place, Date

Signature of the client

On behalf of ABG



Appendix 1

The client commissions ABG to inspect and/or certify

the selected standards:

- Organic inspection, standard program**

Regulation (EU) 2018/848, its Delegated Regulations and Implementing Regulations as amended (Compliance with the requirements of the certification program as amended)